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TRANSFER AND ACCEPTANCE

THIS AGREEMENT entered into this _____ day of _____,
20____, by and between the STATE OF LOUISIANA, through the DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT, hereinafter called "DOTD" and *
hereinafter called "*", represented herein by _____, its
_____, as authorized by the certified copy of the Resolution
attached hereto;

WITNESSETH THAT:

For the mutual promises and consideration as set out herein, the parties hereto
agree to the following plan for DOTD to transfer the operation and maintenance
responsibilities of the hereinafter described public road surface and attendant rights of
way and the * to accept the operation and maintenance as hereinafter set out over and
affecting the following described property, to-wit:

D E S C R I P T I O N

*

It is the intent of DOTD to transfer all accessory rights associated with the
roadway herein described, including but not limited to shoulders, roadside and lateral
ditches and bridges.

WHEREAS, DOTD, acquired the above described property by Right of Way
Deeds from *, recorded in *, on *, in the records of *, State of Louisiana, and has
operated and maintained same since Nineteen Hundred and * (199*), and,

WHEREAS, DOTD, does hereby transfer all the operation and maintenance

responsibilities of said road surface and attendant rights of way to the *; and

WHEREAS, the *, wishes to provide for the continued use of the above described road surface and attendant rights of way for public convenience and does unconditionally accept the permanent operation and maintenance of said road surface and attendant rights of way in perpetuity.

NOW THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

In the interest of maintaining a public thoroughfare for the continued use by the people of the *, the DOTD does hereby transfer the duties, obligations and responsibilities for the operation and maintenance of the aforescribed road surface and attendant rights of way to the *. The * does hereby unconditionally accept the operation and maintenance of the aforementioned road surface and attendant rights of way and does hereby agree to save and hold DOTD harmless from any and all liability or claims for damages arising out of the subsequent operation and maintenance and does expressly agree to defend any suit of any nature which may be brought against DOTD and pay any judgment which may result from any suit as it relates to this Transfer.

In the event this property is used in commerce for the traveling or general public, the requirements of Appendix A shall apply.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: _____
REAL ESTATE ADMINISTRATOR

ACKNOWLEDGEMENT

STATE OF LOUISIANA:

PARISH OF EAST BATON ROUGE:

BEFORE ME, the undersigned authority this day personally appeared _____, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his/her oath, says: That he/she subscribed his/her name to the foregoing instrument as a witness, and that he/she knows _____, who executed the same and saw him/her sign the same as his/her voluntary act and deed, and that he/she, the said _____, subscribed his/her name to the same at the same time as an attesting witness.

AFFIANT

SWORN TO and subscribed before me, this _____ day of _____,
20____.

NOTARY PUBLIC
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
STATE OF LOUISIANA

WITNESSES:

ACCEPTED BY:

BY: _____

ITS: _____

SWORN TO and subscribed before me, this _____ day of
_____, 20 ____.

NOTARY PUBLIC
IN AND FOR THE PARISH
OF _____

RECOMMENDED FOR APPROVAL

BY: _____

WILLIAM H. TEMPLE
CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
STATE OF LOUISIANA

APPENDIX A

The _____ for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property herein described, for the accommodation of the traveling public or business users of any Federal-aid highway (such as eating, sleeping, rest, recreations, and vehicle servicing), it will not discriminate on the grounds of race, color, religion, sex, national origin, veteran status, political affiliation, disabilities or because of an individual's sexual orientation against such traveling public or highway users in their access to and use of the facilities and services so constructed, maintained or otherwise operated, and that the _____ shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended, and additionally agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustments Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the American with Disabilities Act of 1990.

That in the event of the breach of the above non-discrimination covenants, the Department shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the Department and its assigns.